## UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION



Michelle Salinas, Raymel Washington, and Amanda Gordon, Plaintiffs, et al. CLERK, U.S. DISTRICT COURT NORTH DISTRICT OF CALIFORNIA

Case No. 3:22-cv-04823-AMO

-VS-

Block, Inc, and Cash App Investing LLC.

Defendants.

Curwood L. Price, Pro Se Intervenor, 14570 Greenfield Road Apt. #253 Detroit, MI 48226 313-758-7860 miimage24@gmail.com Hon: Araceli Martinez Olguin

## **PLAINTIFF'S MOTION TO**

## INTERVENE

NOW COMES one of the above named Class Members, proceeding Pro Se, to this above captioned cause of action now pending before this Court and requests he be allowed to intervene in this herein stated cause of action pursuant to Fed.R.Civ.P. 24(a) which specifically

allows intervention of right where the Court must permit intervention upon a timely motion by invoking his right as a "third party member" as he in fact has a legal and lawful interest in this immediate matter relating to his property and/or transaction(s) that are the subject of this herein above stated cause of action.

WHEREIN, the Intervenor now shows the following facts to fully support this immediate motion now before this Honorable Court.

- 01. When this Intervenor was first contacted by Graifman PC several months ago, and the Intervenor made it very clear that he **DID NOT KNOW** of this action and that he was in fact disabled and visually impaired and unable to read the majority of the printed material necessary for this immediate matter.
- 02. The Intervenor also clearly stated that he dose the majority of his banking <u>online</u> or by <u>phone</u>; and uses "Speachify Text To Speech" app to accomplish his goals of keeping informed of daily matter involving him personally; and, the text-to-speech app doesn't always work in every instance.
- 03. The newest publication that requires the Intervenor to fill out claim forms and to provide documentation to be included in this settlement; are impossible for the Intervenor to comply with for those reasons stated herein above.
- 04. All of his Banking is done in a manner where he can use Speachify or verbally communicate over the phone, which is his preferred method. If the Intervenor had

known that this matter would arise in the fashion it did, as he cannot see into the future, he would have made sure that he acquired and maintained the necessary documents.

- 05. The Intervenor made several attempts with his Girlfriend assisting to fill out the required information; and, the Intervenor believes that his personal filled forms did not make it to the proper counsels in this matter; as he simply dose not have the documentation requested for the reasons stated herein above as the majority of the communications were by phone.
- 06. The Intervenor does know that his primary credit card was charged over \$2,181.00 that were not his purchases and due to his visual impairment, he was not able to dispute all of those charges within the time limits allotted.
- 07. That means he is stuck with the bill until he can find another way to remedy this matter. His Fifth/Third Express Card and Chase Prime Visa Card was also effected and he had to cancel it and acquire a new Fifth/Third Express Card and cancel/close his Chase Card; as these were the card he used to place funds onto his CashApp Card as needed; which ended up costing the Intervenor about \$100.00; and, he has been hit with \$165.00 in late fees; all of which he cannot recover from which has had a **SUBSTANTIAL EFFECT** on his "credit score" which has gone from a high **697** to a current **560**, as he cannot make the amount of payments these institutions have demanded.

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THEREFORE, this Intervenor moves this Court to issues orders necessary to allow him to intervene in this above captioned cause of action and that necessary accommodation be given to him based upon the incorporated and stated facts as set forth herein above.

That the Intervenor be given his full \$2,500.00 portion of this settlement with stipulations that directs Defendants to directly deposit said funds with his creditor banks in order for him to payoff the herein stated amounts of debt due.

Aug. 25, 2024

Dated:

Respectfully submitted, with all rights Preserved with prejudice.

Curwood L. Price

14570 Greenfield Road

Apt. #253

Detroit, MI 48227

Copy mailed to:

Graifman PC 135 Chestnut Ridge Road Suite 200 Montvale, NJ 07645